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Attorneys for Plaintiff Global IP Solutions, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GLOBAL IP SOLUTIONS, INC.	:	07 CV 7631 (RJH)
	:	
Plaintiff,	:	
	:	
-against-	:	
	:	
DELTATHREE, INC.	:	
	:	
Defendant.	:	
-----	X	

**DECLARATION OF JEFF ZEICHICK IN SUPPORT OF
PLAINTIFF'S MOTION TO STRIKE SHIMY ZIMELS'S DECLARATION AND
OF PLAINTIFF'S OPPOSITION DEFENDANT DELTATHREE, INC.'S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

I, Jeff Zeichick, declare the following:

1. I am employed at Global IP Solutions, Inc. (“GIPS”) as Vice President Sales, EMEA. I have personal knowledge of the facts set forth below, and if called upon to testify, I could and would competently testify to them. I make this declaration in support of GIPS’s Opposition to Deltathree Inc.’s (“Deltathree’s”) Motion for Partial Summary Judgment and in support of GIPS’s Motion to Strike Shimmy Zimels’s Declaration or, in the Alternative, Disregard It.

2. In mid-2005, GIPS’s website had a link by which potential customers could request information about GIPS and its products.

3. The link generated an email to the following email address: info@globalipsound.com. In mid-2005, all emails sent to this address were forwarded to the marketing department. Certain of these emails were, in turn, forwarded to me.

4. One email that I received from the marketing department during this time period was dated June 28, 2005 and was sent from Effi Baruch of Deltathree. A true and correct copy of this email is in the email chain is attached as Exhibit A.

5. Although Yossi Cohen, the individual referenced in Exhibit A, was the initial contact with Deltathree, he did not assist with the contract negotiations. Rather, I negotiated the Agreement.

6. Except for during a short period of time when I was on vacation, I worked with Guy Gussarsky (“Gussarsky”) at Deltathree to finalize the terms of the “OEM Licensing and Distribution Agreement” (the “Agreement”) between GIPS and Deltathree.

7. After we had negotiated all the major terms of the Agreement, Gussarsky asked me to finalize the details of the Agreement with two of his colleagues at Deltathree – Eugene Serban and Paul White.

8. During the course of the negotiations, I never dealt with Shimmy Zimels.

9. On the morning of August 19, 2005, I sent Eugene Serban and Paul White a draft of the Agreement that represented GIPS's final changes to the Agreement, which we had discussed over the phone. Section 13.2 was not reciprocal.

10. Several hours later, Serban responded to my email and attached a revised draft of the Agreement

11. After I received the email and attachment, I received a call from Serban. He did not raise Section 13.2. Prior to that conversation, I had never negotiated the language in Section 13.2 with anybody at Deltathree.

12. After I spoke with Serban, I spoke with Edward Abbati who, at the time, was GIPS's CFO and who handled any revisions to GIPS's standard license agreement.

13. Because Serban did not raise Section 13.2 with me, I did not raise Section 13.2 with Abbati.

14. After Abbati and I discussed the changes that I had previously discussed with Serban, Abbati stated to me that Deltathree's changes were acceptable.

15. Although I am not a lawyer, I would never knowingly agree to contract language that could give a customer the right to utilize my company's software without paying for it.

16. During negotiations about the Agreement, it was never GLPS's immunize Deltathree from liability in the event Deltathree breached the Agreement.

17. I have read Mr. Zimels's declaration and have reviewed the document attached as Exhibit B.

18. Exhibit B is not "the initial draft" of the Agreement that I sent to Deltathree. Rather, it is a draft of the Agreement that Edward Abbati sent to me the day the Agreement was signed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 29, 2008.

By: 
Jeffrey Zeichick

EXHIBIT A

From: Yossi Cohen
Sent: Tuesday, June 28, 2005 01:16 PM
To: 'Jeff Zeichick'
Subject: RE: Website Inquiry Notification - Global IP Sound - Arrange Meeting with Sales Rep.

Jeff, Hi,

We talked and sent material to Tomer Traves at DeltaThree (in may) maybe they returned now.

Yossi

From: Jeff Zeichick [mailto:jeff.zeichick@globalipsound.com]
Sent: Tuesday, June 28, 2005 8:25 PM
To: Yossi Cohen
Subject: FW: Website Inquiry Notification - Global IP Sound - Arrange Meeting with Sales Rep.

Hi Yossi, please follow up.

Thx.

Regards,

Jeff

ps book Qualitest first

Jeff Zeichick
Director of Sales, EMEA
Global IP Sound Inc.
Direct: 603-883-1783
Fax: 603-883-1784
Cell: 603-860-0091

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If you have received this e-mail in error, please contact the sender at the number listed above.

-----Original Message-----

From: effi baruch [mailto:effi.baruch@deltathree.com]
Sent: Tuesday, June 28, 2005 6:44 AM
To: info@globalipsound.com

GIPS00003514

Subject: Website Inquiry Notification - Global IP Sound - Arrange
Meeting with Sales Rep.

Name

effi baruch

Title

netops

Company

deltathree, inc\.

Web address

deltathree.com

E-mail Address

effi.baruch@deltathree.com

Address

City

State

Country

Zip Code

Phone

+972 2 6491222

Message :

Can you please help me beter understand how one can integrate your voice
quality solution? Thanks

How did you hear about Global IP Sound?

Select One

Inquiry Type

Arrange Meeting with Sales Rep.

Products Of Interests

* VoiceEngine™

Receive GIPS Newsletter ?

No

View Database Entry <http://www.globalipsound.com/admin/d_contact.php>